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JUSTIFICATION FOR PROCURING BREACH OF CONTRACT. — A question of great practical importance has been discussed recently in the English courts. A labor union by threatening a strike forced a business firm to break its contract with an apprentice, and when sued by the latter justified its action on the ground of a prior contract with the firm forbidding such employment. The court refused to allow the plea. *Read v. Friendly Society of Operative Stonemasons*, 19 T. L. R. 20 (Eng., C. A.).

In considering the question of justification which the case raises, it is essential to distinguish and exclude interference that merely prevents the formation of contracts. Cf. *Bulcock v. St. Ame's Master Builders' Federation*, 19 T. L. R. 27. Whatever motives and methods may be thought legally permissible in such cases, it seems clear that one who knowingly procures the breach of an existing contract has committed a legal wrong and should be *prima facie* liable. He has intentionally destroyed a property right, and the burden should be upon him to show justification; not upon the plaintiff to show some additional element of illegality such as actual malice. See *Quinn v. Leatham*, [1901] A. C. 495 at 510; but see also *Brown Hardware Co. v. Ind. Stove Works*, 69 S. W. Rep. 805; 16 HARV. L. REV. 228. What will constitute such justification has not, however, been satisfactorily determined. Assuming that the means used be legal the test must be found in the defendant's motive. It is submitted that the line should be drawn between action prompted by self-interest or malice toward the plaintiff, and that honestly prompted by the interest of the public or of the party influenced. See *Bowen v. Hall*, 6 Q. B. D. 333 at 338; *Glamorgan Coal Co. v. South Wales Miners' Fed.*, *infra*. A typical case of the latter class is that of a brother persuading a sister to break her engagement with an unworthy fiancé. A further instance is found in the case of public-spirited interference to prevent the building of bridges by unreliable men. There is a close analogy between this principle and that of privilege in defamation as applied to communications made in the interest of the recipient or of the public. On the other hand justification is lacking not only in cases of actual malevolence toward the plaintiff, but also in cases of mere self-interest. The latter motive though it will not make a legal act illegal cannot be considered "just cause or excuse" for a *prima facie* tort. It follows from this that employers and labor unions cannot procure the breach of existing contracts without rendering themselves legally liable. The decision of the principal case disallowing the special plea of prior contract is in harmony with the classification suggested. See *Curran v. Galen*, 152 N. Y. 33. A close case under this theory was lately presented in England. Labor leaders, acting under special authority given by the men, ordered a "stop day" involving breach of contract. They were held justified on the ground that they had acted solely for the best interests of the men. *Glamorgan Coal Co. v. South Wales Miners' Fed.*, 18 T. L. R. 810. A different decision might well have been reached, even assuming that disinterested citizens whose counsel was sought could have legally advised breach of contract. It is understood that this case is to be appealed.

When illegal means are used the question is very different. It would seem that justification could not cover the use of threats, coercion, or deceit, even in the extreme case suggested of the brother and sister. Here again the analogy to slander is seen; the defense of privilege is limited and may be rebutted. Combination for action otherwise justifiable raises a question too broad for discussion here.